

Court Exhibit 3  
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
:  
SAFETY MANAGEMENT SYSTEMS, INC. :

Plaintiff, :

v. :

SAFETY SOFTWARE LIMITED, :

Defendant. :  
----- X

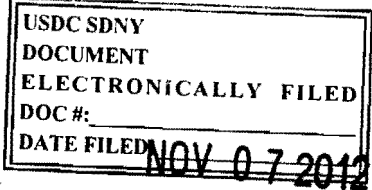
SAFETY SOFTWARE LIMITED, :

Counterclaim Plaintiff, :

v. :

SAFETY MANAGEMENT SYSTEMS, INC., and :  
CHRISTEIN DUCKER, :

Counterclaim Defendants. :  
----- X



VERDICT FORM

October 18, 2012

YOUR VERDICT MUST BE UNANIMOUS

**Breach of the License Agreement By SSL**

1. Has SMS proven by a preponderance of the evidence that SSL breached the License Agreement?

YES \_\_\_\_\_ NO \_\_\_\_\_

[If you answered "Yes" to Question 1, proceed to Question 2. If you answered "No" to Question 1, proceed to Question 4.]

**SMS' Lost Profits re Customer Revenues**

2. Has SMS proven by a preponderance of the evidence that it suffered lost profits?

YES \_\_\_\_\_ NO \_\_\_\_\_

[If you answered "Yes" to Question 2, proceed to Question 3. If you answered "No" to Question 2, proceed to Question 4.]

3. If you answered "Yes" to Question 2, provide the amount of such lost profits: \$\_\_\_\_\_

[Proceed to Question 4.]

**Breach of the Oral Contract by SSL**

4. Has SMS proven by a preponderance of the evidence that it had an oral contract with SSL relating to hosting fees?

YES \_\_\_\_\_ NO \_\_\_\_\_

[If you answered "Yes" to Question 4, proceed to Question 5. If you answered "No" to Question 4, proceed to Question 7.]

5. If you answered "Yes" to Question 4, has SMS proven by a preponderance of the evidence that SSL breached the oral contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

[If you answered "Yes" to Question 5, proceed to Question 6. If you answered "No" to Question 5, proceed to Question 7.]

6. If you answered "Yes" to Question 5, what damages has SMS proven it suffered as a result of this breach:  
\$ \_\_\_\_\_

[After completing Question 6, if you answered "Yes" to Question 4, proceed to Question 9.]

Quantum Meruit: SMS

Answer the following question only if you did not find that an oral agreement existed between SMS and SSL relating to hosting fees.

7. Has SMS proven by a preponderance of the evidence that at the time SMS paid for hosting services, SMS understood it would be repaid by SSL?

YES \_\_\_\_\_ NO \_\_\_\_\_

[If you answered "Yes" to Question 7, proceed to Question 8. If you answered "No" to Question 7, proceed to Question 9.]

8. If you answered "Yes" to Question 7, please provide the amount of such services: \$ \_\_\_\_\_

[Proceed to Question 9.]

**Breach of Contract by SMS**

9. Has SSL proven by a preponderance of the evidence that SMS breached the License Agreement?

YES \_\_\_\_\_ NO \_\_\_\_\_

[If you answered "Yes" to Question 9, proceed to Question 10. If you answered "No" to Question 9, proceed to Question 11.]

**SSL's Contract Damages**

10. If you answered "yes" to Question 9, please provide the amounts, if any, that SSL has proven by a preponderance of the evidence that it is owed relating to SMS' breach(es): \$\_\_\_\_\_

[Proceed to Question 11.]

**Quantum Meruit: SSL**

Answer the questions in this section only if you have found that (a) SMS did not breach the License Agreement and/or (b) certain technical and support services SSL performed were outside the scope of the License Agreement.

11. Has SSL proven by a preponderance of the evidence that at the time it rendered technical and support services to SMS, it understood it would be directly compensated for those services?

YES \_\_\_\_\_ NO \_\_\_\_\_

[If you answered "Yes" to Question 11, proceed to Question 12. If you answered "No" to Question 11, proceed to Question 14.]

12. Has SSL proven by a preponderance of the evidence that it was not adequately compensated for those services?

YES \_\_\_\_\_ NO \_\_\_\_\_

[If you answered "Yes" to Question 12, proceed to Question 13. If you have answered "No" to Question 12, proceed to Question 14.]

13. If you answered "Yes" to Question 12, please write in the reasonable value of those services: \$\_\_\_\_\_

[Proceed to Question 14.]

**Personal Liability Against Christien Ducker**

Answer the following question only if you have found that SMS must pay damages to SSL.

14. Has SSL proven by a preponderance of the evidence that the corporate veil of SMS should be pierced to reach the personal assets of Christien Ducker?

YES \_\_\_\_\_ NO \_\_\_\_\_

[GO TO NEXT PAGE]

After completing the entire form, each juror who agrees with all findings on this verdict sheet must sign (by number):

\_\_\_\_\_  
FOREPERSON

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DATE